

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
OFF-WHITE LLC,  
:

Plaintiff,  
:

-v-  
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2019CHEAPJORDAN.COM  
AIRFORCE1WOMENS.COM, AMFREESHOP.COM,  
ANPKICK.COM, BUYFEEZYS.COM,  
BUYPOPSNEAKER.COM,  
CHEAPSHOXCLEARANCE.COM,  
HAPPINESSOUTLET.STORE, HOOPJORDAN.NET,  
JORDANMASTER.COM, KICKSCRAZE.COM,  
MAXSHOESSHOP.COM, NBSNEAKERS.RU,  
NEWJORDANS2015.ORG, NIKECRAZE.COM,  
OFFWHITE.US.ORG, OFFWHITESHOES.US, OW-  
FACTORY.RU, SNEAKERSDISTRICT.NET,  
SNEAKERSHOEBOX.RU,  
SPIRIT95STATION.COM,  
THETOPSNEAKER.COM, UKNASHOP.COM,  
WHITEYEEZYS.RU,  
WHOLESALSHOESSHOP.COM, AND  
YEEZYGO.COM,  
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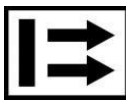


Defendants.  
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19 Civ. 8531 (JPC)

FINAL DEFAULT  
JUDGMENT AND  
PERMANENT  
INJUNCTION ORDER

## GLOSSARY

<b><u>Term</u></b>	<b><u>Definition</u></b>	<b><u>Docket Entry Number</u></b>
<b>Plaintiff or Off-White</b>	Plaintiff Off-White LLC	N/A
<b>Defendants</b>	2019cheapjordan.com, airforce1 womens.com, amfreeshop.com, anpkick.com, buyfeezys.com, buypopsneaker.com, cheapshoxclearance.com, happinessoutlet.store, hoopjordan.net, jordanmaster.com, kickscraze.com, maxshoesshop.com, nbsneakers.ru, newjordans2015.org, nikecraze.com, offwhite.us.org, offwhiteshoes.us, ow-factory.ru, sneakersdistrict.net, sneakersshoebox.ru, spirit95station.com, thetopsneaker.com, uknashop.com, whiteyeezys.ru, wholesaleshoesshop.com and yeezygo.com	N/A
<b>Defaulting Defendants</b>	2019cheapjordan.com, airforce1 womens.com, anpkick.com, buyfeezys.com, buypopsneaker.com, cheapshoxclearance.com, happinessoutlet.store, hoopjordan.net, jordanmaster.com, kickscraze.com, maxshoesshop.com, nbsneakers.ru, newjordans2015.org, nikecraze.com, offwhite.us.org, offwhiteshoes.us, ow-factory.ru, sneakersdistrict.net, sneakersshoebox.ru, spirit95station.com, thetopsneaker.com, uknashop.com, whiteyeezys.ru, wholesaleshoesshop.com and yeezygo.com	N/A
<b>Complaint</b>	Plaintiff's Complaint filed on September 13, 2019	6
<b>TRO</b>	1) Temporary Restraining Order; 2) Order Restraining Defendants' Infringing Websites and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on September 13, 2019	15
<b>PI Order</b>	September 27, 2019 Preliminary Injunction Order	5
<b>Off-White Products</b>	A high-end line of men's and women's apparel, as well as shoes, accessories, jewelry, and other ready-made goods, marketed under the Off-White Brand (defined <i>infra</i> )	N/A
<b>Off-White Brand</b>	The trademarks, Off-White™ and Off-White c/o Virgil Abloh™, used to market the Off-White Products	N/A

<b>Off-White Registrations</b>	<p>U.S. Trademark Registration Nos.: 5,119,602 for “OFF WHITE” for a variety of goods in Class 25 with a constructive date of first use of January 25, 2012; 5,713,397 for “OFF-WHITE” for a variety of goods in Class 25; 5,710,328 for “OFF-WHITE C/O VIRGIL ABLOH” for a variety of goods in Class 9; 5,572,836 for “OFF-WHITE C/O VIRGIL ABLOH” for a variety of goods in Class 25; 5,710,287 for “OFF-WHITE C/O VIRGIL ABLOH” for a variety of goods in Class 14; 5,150,712 for  for a variety of goods in Class 18 and 25; 5, 710,288 for  for a variety of goods in Class 14; 5,307,806 for  for a variety of goods in Class 18 and 25; 5,835,552 for  for a variety of goods in Class 9; 5,387,983 for  for a variety of goods in Class 25; 5,445,222 for  for a variety of goods in Class 25; 5,800,414 for  for a variety of goods in Class 9; and 25; 5,681,805 for  for a variety of goods in Class 9 and 5,663,133 for  for a variety of goods in Class 25</p>	N/A
<b>Off-White Applications</b>	<p>U.S. Trademark Serial Application Nos.: 88/080,002 for  for a variety of goods in Class 25 and 88/041,456 for  for a variety of goods in Class 18 and Class 25</p>	N/A
<b>Off-White Marks</b>	The marks covered by the Off-White Registrations and the Off-White Applications	N/A
<b>Counterfeit Products</b>	Products bearing or used in connection with the Off-White Marks, and/or products in packaging and/or containing labels bearing the Off-White Marks, and/or bearing or used in connection with marks that are confusingly similar to the Off-White Marks and/or products that are identical or confusingly similar to the Off-White Products	N/A

<b>Infringing Websites</b>	Any and all fully-interactive websites that include Infringing Listings (defined <i>infra</i> ), and the domains associated therewith, held by or associated with the Defaulting Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them, which they operate to communicate with consumers regarding their Infringing Listings and place orders for, receive invoices for and purchase the Defaulting Defendants' products, including Counterfeit Products, for delivery in the U.S., including New York, as a means for establishing regular business with the U.S., including New York	N/A
<b>Infringing Listings</b>	Defaulting Defendants' product listings on the Defaulting Defendants' Infringing Websites wherein the Defaulting Defendants use the Off-White Marks, or at the very least, marks confusingly similar thereto, and/or Plaintiff's images of Off-White Products, and/or Plaintiff's own product descriptions, to list products that appear to be Off-White Products	N/A
<b>Infringing Domain Name(s)</b>	Defendants' registered domain names containing the Off-White Marks, including, without limitation, the following domain names: offwhite.us.org and offwhiteshoes.us	N/A
<b>Defaulting Defendants' Assets</b>	Any and all money, securities or other property or assets of the Defaulting Defendants (whether said assets are located in the U.S. or abroad)	N/A
<b>Defaulting Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defaulting Defendants or any of Defaulting Defendants' Infringing Websites (whether said accounts are located in the U.S. or abroad)	N/A
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies, merchant account providers, and payment processing agencies, such as Visa Inc. ("Visa"), Mastercard Inc. ("Mastercard"), American Express Company ("American Express"), Discover Financial ("Discover"), PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), PingPong Global Solutions, Inc. ("PingPong"), and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defaulting Defendants	N/A
<b>Third Party Service Providers</b>	Any third party providing services in connection with any Defaulting Defendant and Defaulting Defendants' Infringing Websites, including, without limitation, Internet Service Providers ("ISP"), back- end service providers, web designers, sponsored search engine or ad-word providers, merchant account providers, third-party processors and other payment processing services, shippers, domain name registrars and domain name registries, such as GoDaddy Inc., Tucows.com Co. and Namecheap, Inc.	N/A

<b>Plaintiff's Motion for Default Judgment</b>	Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on November 30, 2020	26
<b>Scully Affidavit</b>	Affidavit by Brienne Scully in Support of Plaintiff's Motion for Default Judgment	28

JOHN P. CRONAN, United States District Judge:

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default against the Defaulting Defendants for their trademark infringement, trademark counterfeiting, cybersquatting (as to Defendants offwhite.us.org and offwhiteshoes.us), false designation of origin, passing off, and unfair competition, and related state and common law claims, arising out of the Defaulting Defendants' unauthorized use of Plaintiff's Off-White Marks, without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of the Counterfeit Products.<sup>1</sup>

The Court has considered the Memorandum of Law and the Scully Affidavit in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, Dkts. 26-28, the Certificates of Service of the Summons and Complaint, Dkt. 16, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, Dkt. 25, and all other pleadings and papers on file in this action, and orders relief as follows.

### **I. The Defaulting Defendants' Liability**

IT IS ORDERED that judgment is granted in favor of Plaintiff on all claims pled against the Defaulting Defendants in the Complaint.

### **II. Damages Awards**

IT IS FURTHER ORDERED that because it would serve both the compensatory and punitive purposes of the Lanham Act's prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be reasonable and Plaintiff is awarded \$75,000.00

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<sup>1</sup> Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

(“Defaulting Defendants’ Individual Damages Award”) in statutory damages against each of the twenty-five Defaulting Defendants, pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act, for a total of \$1,875,000.00, plus post-judgment interest.

### **III. Permanent Injunction**

1) IT IS FURTHER ORDERED that the Defaulting Defendant, their respective officers, agents, servants, employees, and all persons acting in active concert with or under the direction of the Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products or any other products bearing one or more of the Off-White Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Off-White Marks;
- B. directly or indirectly infringing in any manner any of the Off-White Marks;
- C. using any reproduction, counterfeit, copy or colorable imitation of the Off-White Marks to identify any goods or services not authorized by Plaintiff;
- D. using any of the Off-White Marks, or any other marks that are confusingly similar to the Off-White Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- E. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) the Counterfeit Products or (ii) any computer files, data, business records, documents or any other records or evidence relating to:
  - i. the Infringing Websites and/or Infringing Domain Names;

- ii. the Defaulting Defendants' Assets; and
  - iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of the Counterfeit Products by the Defaulting Defendants and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them;
- F. linking, transferring, selling, operating and/or hosting the Infringing Websites; and
- G. utilizing the Infringing Domain Names and registering, trafficking in or using any additional domain names that use or incorporate the Off-White Marks, or any colorable imitation thereof.

2) IT IS FURTHER ORDERED that the Defaulting Defendants must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of the Defaulting Defendants that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Off-White Marks, or bear any marks that are confusingly similar to the Off-White Marks pursuant to 15 U.S.C. § 1118;

3) IT IS FURTHER ORDERED that the Financial Institutions are permanently enjoined and restrained from:

- A. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to the Defaulting Defendants' Frozen Assets and the Defaulting Defendants' Financial Accounts;
- B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through



III(3)(A).

**IV. Order Transferring the Infringing Domain Names**

IT IS FURTHER ORDERED that in order to give practical effect to the Permanent Injunction, the Defaulting Defendants' Infringing Domain Names are hereby ordered to be immediately transferred by the Defaulting Defendants to Plaintiff's control.

**V. Order Authorizing Continued Alternative Service by Electronic Means**

IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means that was ordered in the TRO and PI Order, shall be deemed effective as to the Defaulting Defendants, the Financial Institutions, and the Third Party Service Providers through the pendency of this action.

**VI. Miscellaneous Relief**

- 1) Any failure by the Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting the Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 2) The Court releases the \$5,000.00 security bond that Plaintiff submitted in connection with this action to counsel for Plaintiff, Epstein Drangel, LLP, 60 East 42<sup>nd</sup> Street, Suite 2520, New York, NY 10165; and
- 3) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

Dated: July 14, 2021  
New York, New York

  
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JOHN P. CRONAN  
United States District Judge